

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. F26600-01-R-A007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 21-May-2001	PAGE OF PAGES 1 OF 48
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. RKMF 01-0054
7. ISSUED BY 99 CONS/LGCA 5865 Swaab Blvd, Bldg 588 NELLIS AFB, NV 89191-7063		CODE FA4861	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> See Item 7	
9. FOR INFORMATION CALL:	A. NAME Amy A. Oliver		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> 702-652-4161	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Maintain Airfield Pavements, IDIQ Maintain Airfield Pavements, IDIQ. SEE SCHEDULE. THIS PROJECT IS FULL AND OPEN COMPETITION. FACSIMILE BIDS/MODIFICATIONS ARE NOT AUTHORIZED AND WILL NOT BE ACCEPTED. ALL TIMES ARE SHOWN IN PACIFIC (LOCAL) TIME. ENTER PRICES IN SECTION B. USE TYPEWRITER OR BLACK INK.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See FAR 52.211-10 .)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>14:00:00</u> <i>(hour)</i> local time <u>6/19/01</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> ATTN:					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14						
CODE		FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE		
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold;">SEE SCHEDULE</div>											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE				27. PAYMENT WILL BE MADE BY			CODE	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE			31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE		

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SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0001

Dollars,
U.S.

Base Year - Maintain Airfield Pavements, IDIQ

COST - Perform in accordance with the terms and conditions specified within for project RKMF 01-0054, Maintain Airfield Pavements, IDIQ

NSN Z124-35-C01-0055

PROJECT RKMF010054

SIGNAL CODE A

MAX COST

GUARANTEED

MINIMUM AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0002

Dollars,
U.S.

Option Year I - Maintain Airfield Pavements, IDIQ

FFP - Perform in accordance with the terms and conditions specified within for project RKMF 01-0054, Maintain Airfield Pavements, IDIQ. Option Year I will be incorporated into contract by modification.

NSN Z124-35-C01-0055

PROJECT RKMF010054

SIGNAL CODE A

MAX
NET AMT
GUARANTEED
MIN AMOUNT

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CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$25,000.00		\$250,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$15,000.00		\$250,000.00

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SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-12	Inspection of Construction	AUG 1996
252.246-7000	Material Inspection And Receiving Report	DEC 1991

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SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-JUL-01 TO 30-JUN-02	Dollars, U.S.		Dest.	
0002	POP 01-JUL-02 TO 30-JUN-03	Dollars, U.S.		Dest.	

CLAUSES INCORPORATED BY REFERENCE:

52.247-34 F.O.B. Destination NOV 1991

F-700. FEDERAL HOLIDAYS

The following Federal legal holidays are observed by this base:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday In January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE

Holidays falling on a Saturday will be observed on the preceding Friday.
Holidays falling on a Sunday will be observed on the following Monday.

F-701. HOURS OF WORK

(a) Normal work hours for **Base Engineering personnel** are from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Federal holidays. Access to work sites will be restricted to these hours and days, unless otherwise specified in the Statement of Work Section of the Specifications. Work that requires quality assurance during its accomplishment or that cannot be fully inspected after its completion, will normally not be allowed to be done during other than normal work hours/days without written Contracting Officer approval or as otherwise specified in the contract.

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(b) Normal work hours for **Contracting personnel** are from 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding Federal holidays. In order to ensure availability of personnel, **please schedule your meetings and visits at least 24 hours in advance.**

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SECTION G Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G-700. **ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be identified by the government at time of award.

G-743. **ADMINISTRATION AND PAYMENT**

(a) The resulting contract shall be administered by the following Contract Activity:

99 CONTRACTING SQUADRON/LGCA
5865 Swaab Blvd, Bldg 588
Nellis AFB NV 89191-7063

(b) A properly prepared invoice shall be submitted in **duplicate**, in a format similar to the sample shown on Attachment 6, to the office designated Contracting Activity identified above.

(c) Each invoice shall identify the **type** of funds requested (i.e., "Progress", "Retained", or "Final") for payment.

(1) **Progress payments** (NET-14) will be based on the last verified, approved progress report received. If a variance exists between the Contractor's and the Government's estimate, the contractor will be given the opportunity to support their position. If the additional information is not adequate or is not provided, the invoice will be adjusted as determined appropriate, and payment authorized at the Government's estimated percentage of work completed if it is lower than the amount requested. A maximum amount of 90% of the contract price may be paid as progress payments.

(2) All requests for funds "**retained**" by the Contracting Officer from previous invoices shall be submitted by separate invoice and will be separately paid (NET-30).

(3) **Final** payment (NET-30) will be for an amount not less than 10% of the contract amount and will be approved for payment after completion (including clean-up and submission of final warranties, payrolls, and all other documents as required under the terms and conditions of this contract) and final acceptance (including correction of all punch listed items) of the project work.

(d) A prompt payment discount (e.g., 10% - 5 days) may be offered by the contractor on individual invoices and may be taken by, and at the option of, the Government within the timeframe stipulated. In connection with such discount offered by the contractor for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or date on which an electronic funds transfer was made.

(e) With each request for payment, the contractor shall also provide the following:

- (1) A copy of the latest progress report for which work required by the contract has been completed.
- (2) A listing of the amount included for work performed by each subcontractor under the contract.
- (3) A listing of the total amount of each subcontract under the contract.

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- (4) A listing of the amounts previously paid to each such subcontractor under the contract.
- (5) An invoice containing the information provided in the sample invoice included on the following page.

G-744.

PAYMENT OF MATERIALS

(See Contract Clause entitled "Payments Under Fixed-Price Construction Contracts" and "Permits and Responsibilities"; and Special Contract Requirement entitled "Preparation of Progress Schedules and Reports")

(a) Major, high-value material stored on-site may be considered for payment prior to installation, subject to the following:

(1) The item must be clearly identified as an item of material (without installation costs) and shown as a separate cost and percentage of work in the supplemental information submitted in support of his/her proposed Progress Schedule. Such schedule must have been subsequently approved.

(2) A **joint inventory/inspection** shall be made by the contractor and the COR or the Contracting Officer to ensure that the quantities are valid, the items are as described for use on this specific project, and sufficient security measures have been taken to prevent damage or theft.

(3) The contractor must **prove he/she has title to the materials** (e.g., paid invoices, waiver of claim and lien, etc.) and certify that they will be used to perform the contract.

(b) Although materials paid for becomes the property of the Government, the **contractor remains responsible** for all materials delivered and work performed until acceptance of the construction work.

(c) In addition, the contractor must provide a **certificate** with his/her invoice, substantially as shown below, when requesting payment for materials.

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CERTIFICATE FOR MATERIAL PAYMENT
<p>(1) The Contractor hereby transfers and assigns to Nellis Air Force Base all its rights, titles, and interest of character in any and all of the goods described in the attached request every kind and for payment upon receipt of such payment.</p> <p>(2) The Contractor acknowledges that, despite transfer of title, until such goods have been delivered to the jobsite, incorporated into the work, inspected, and accepted, the contractor shall remain responsible for:</p> <ul style="list-style-type: none"> (i) Cost and expense of storage, as applicable; (ii) Insurance premiums; (iii) Deterioration of such goods; (iv) Loss or mysterious disappearance of such goods; and (v) Such portion of goods not in accordance with the contract requirements. <p>(3) The Contractor hereby acknowledges that it has no interest in such goods by virtue of retained possession, and states that it keeps such goods for Nellis AFB and disclaims any claims against such goods for storage cost, for unpaid contract retainage or for other reason.</p>

(d) Payment for material stored off-site may be considered for payment if, in addition to the above requirements, sound procedures (e.g., a bonded, insured warehouse) are established for their accountability and control and are submitted to and approved by the Contracting Officer with the Progress Schedule.

(END OF SECTION G)

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5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

***** CONTRACTOR TO FILL IN, IF APPLICABLE.**

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SECTION H Special Contract Requirements

H-710. **PAYROLLS**

- (a) Payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington DC 20402. When Department of Labor Form WH 347 (or an equivalent form that provides the same data and identical representation) is not used, a DD Form 879, "**Statement of Compliance**", must be submitted with each payroll report.
- (b) The prime contractor shall submit both its and its subcontractor's **weekly** payrolls within seven (7) calendar days after the regular payment date of the payroll week covered. When no work has been accomplished during the week, by either the prime or a subcontractor who has started work, the contractor shall certify a "**Statement of Non-Performance**" for itself and/or its subcontractors.
- (c) Subcontractor payrolls shall be provided under transmittal cover letter from the prime contractor to show their review and approval.
- (d) The contractor shall request conformance of any class of laborers or mechanics not listed in the attached wage determination but who are to be employed under the contract on Standard Form (SF) 1444, "**Request for Authorization of Additional Classification and Rate**".
- (e) A copy of the applicable **Apprenticeship or Training Agreement** must accompany the payroll when a worker is listed as an apprentice or trainee. Such agreement must be approved by the appropriate agency and shall identify the allowable ratio of apprentices/trainees to journeymen, the applicable rate of pay allowed, and the employee's level of progress expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (f) The last payroll of the prime and each subcontractor shall be clearly marked "**FINAL**" when submitted.

H-711. **TELEPHONE COMMUNICATIONS SECURITY MONITORING**
(IAW AFI 33-211)

All communications with DoD organizations are subject to communications security (COMSEC) review. Contractor personnel will be aware telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, civilian contractor personnel are advised any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing the DoD information.

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (Mar 2001) --Alternate I	MAR 2001
52.202-1	Definitions	MAR 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-12	Liquidated Damages--Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988

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52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAR 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAR 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984

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52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAR 2001
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components	MAR 2000

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252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **the completion date specified in each task order**. The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$15,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$250,000.00** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$250,000.00** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **7 calendar** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 calendar** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the completion date specified by each task order issued**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **2 years and 6 months**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 Calendar Days** (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

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52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

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(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.225-9 BUY AMERICAN ACT --BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

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United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: NONE [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

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(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

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(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment Bond
Performance Bond
Irrevocable Letter of Credit

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984).

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without

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such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish **one (1)** sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any

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defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

SEE ATTACHMENT #8

(End of clause)

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52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar1.htm>

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None at this time.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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SECTION J List of Documents, Exhibits and Other Attachments

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Attachment 2	AF Form 66	2	MAY-15-2001
Attachment 3	Bid Schedule	6	MAY-15-2001
Attachment 4	Drawings A-1, A-2, A-3, A-4	1	MAY-15-2001
Attachment 5	Wage Determination-NV5	25	MAY-15-2001
Attachment 6	Invoice	1	MAY-15-2001
Attachment 7	Past Performance Questionnaire	4	MAY-16-2001
Attachment 8	Warranty	1	MAY-17-2001
Attachment 9	Daily Quantity Sheet	1	MAY-17-2001

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

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52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLA CE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
code) if other than offeror or respondent

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **235210** (insert NAICS code).

(2) The small business size standard is **\$11.5 million** (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

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(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42

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U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAR 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of provision)

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CONTRACTOR'S DECLARATION

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(IAW FAR 4.102)

Bidders are cautioned to furnish the information required by paragraphs (a) (Individual), (b) (Partnerships), (c) (Corporations), or (d) (Joint Ventures), as appropriate.

(a) **CONTRACTS WITH INDIVIDUALS.** If the resultant contract is with an individual it shall be signed by the individual in his own name. A contract with an individual doing business as a firm shall be signed by that individual and will ordinarily take the following form.

INDIVIDUAL CONTRACTOR DECLARATIONI, _____
(Typed Name)

am an individual doing business as

(Name of company)_____
(Signature)

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(b) **CONTRACTS WITH PARTNERSHIPS.** If the resultant contract is with a partnership, it need be signed by only one partner provided the partner signing has the authority to legally bind the partnership. In addition, the following statement shall be completed:

PARTNERSHIP DECLARATION

is a partnership composed of:

(List all partners and indicate if any is limited in partnership authority)

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(c) **CONTRACTS WITH CORPORATIONS.** If the resultant contract is with a corporation, it shall be executed in the corporation name, followed by the word "by" after which the person who has been authorized to execute the contract on behalf of the corporation shall sign his name, with the designation of his official capacity. In addition, the following shall be completed:

CORPORATION DECLARATION

I, * _____
(Printed or Typed Name)

certify that I am the _____
(Title)
of the corporation named as contractor herein, and that

(Printed or Typed Name)

who signed this contract on behalf of the corporation was then

(Title)

of said corporation; that the signature thereto is genuine; and that said contract was duly signed, sealed, and attested for an in behalf of said corporation by authority of the governing body and is within the scope of its corporate powers.

Witness my hand and the seal of this corporation

this _____ day of _____, 20_____.

* By: _____
(Signature)

Place Corporate
Seal Here

* The declaring Official cannot be the same person who signed the contract.

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(d) **CONTRACT WITH JOINT VENTURERS.** If the resultant contract is with a joint venture, each participant shall sign and in the manner indicated above for each type of participant. In addition, to assure a single point of contact for resolution of payments and other contractual matters, the following certification shall be signed by each participant in the joint venture. Additionally, if a corporation is participating as a member of a Joint Venture, the Certificate as to Corporate Principal in item (c) above shall also be completed and signed.

JOINT VENTURE DECLARATION

(1) The parties hereto expressly understand and agree as follows:

(Name)

(Title)

(Company)

is the principal representative of the joint venture. As such, all communications regarding the administration of the contract and the performance of the work there under may be directed to him or her. In the absence of the above cited individual,

(2) In the absence of the above cited individual,

(Name of Alternate)

(Title of Alternate)

(Company of Alternate)

is the alternate principal of the joint venture.

(3) Directions, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to:

(Name)

(Title)

(Company)

the principal representative of the joint venture.

(e) **SIGNATURE OF AGENTS.** If the resultant contract is signed by an agent, other than as stated above, the fact of the agency will be evidenced by a copy of the Power of Attorney.

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAR 2001
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.232-13	Notice Of Progress Payments	APR 1984
52.236-28	Preparation of Proposals --Construction	OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

L-713 MAGNITUDE OF CONSTRUCTION

The estimated magnitude of this requirement is between \$250,000 and \$500,000.

L-718 AREA PRACTICES IN RELATION TO LABOR CLASSIFICATION IN CONSTRUCTION

Offerors are cautioned to check labor union practices in the area as concerns labor classifications that may affect the offer. (IAW Title 29, Part 5 of the Code of Federal Regulations).

L-761. PREPARATION OF PROPOSALS

(a) GENERAL INSTRUCTIONS: This section of the RFP provides general guidance for preparing proposals as well as specific instructions on the format of the proposal. The Offeror's proposal must include all data and information requested in the RFP. The Offeror shall be compliant with the requirements as stated herein (in full text and by reference) and must reflect a thorough understanding of the services required and display a logical development of the Offeror's plans to implement the tasks.

(b) ONLY THE REQUIRED MINIMUM AMOUNT OF INFORMATION IS REQUESTED TO PROVIDE FOR PROPER EVALUATION. EFFORTS SHOULD BE MADE TO KEEP OFFERS AS BRIEF AS POSSIBLE, CONCENTRATING ON SUBSTANTIVE INFORMATION ESSENTIAL FOR PROPER EVALUATION. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating its validity. Elaborate format and color representations are not desirable.

(c) The Government will read/evaluate only the maximum number of pages allowed.

(d) Preparation Instructions: Proposals shall be prepared in two (2) sections; the Past Performance Section, and Price Section. Specific guidance regarding content of these volumes is discussed in this section below.

(1) *Construction*: Each section shall not require extensive searching throughout the document(s) to locate and evaluate any items or area. Cross-references and/or indices should be utilized to preclude unnecessary duplication of data between sections. Sub-categories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein.

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(2) *Binding:* All volumes shall be securely fastened in a binder of the contractor's choice.

(3) *What Counts as a Page:* A page shall be an 8.5" by 11" sheet of paper (minimum of 1" margins). Printing shall be easily readable (for example, 12 pitch type or 10 point proportional spacing). Fold-outs are allowed, however, each will be counted as part of the page limitation based on an 8.5" x 11" sheet of paper. Pages shall be numbered sequentially by volume, and by part within section. In the event Contractor creates an ambiguity, the Government may exercise its own discretion in counting pages.

(4) *Text:* shall be single spaced and printed black on white paper (black and white requirement does not apply to graphics, photos, etc. Company stationary and logos are acceptable).

(5) *Page Limit:* Includes all appendices, charts, graphs, diagrams, tables, photographs, etc. Covers for volumes, tables of contents, indices, title pages, cross reference indices and section dividers/tables will not be included in the page count if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. They will be counted if they contain any other information, (e.g., diagrams, extraneous data, etc). Pages marked "This page intentionally left blank" will not be counted.

(6) *Copies:* Copy requirement and page limitations are as follows:

VOL	TITLE	COPIES	PAGE LIMITS
I	PAST PERFORMANCE	2	Unlimited
II	PRICE	2	Sections A,B, & K (I if applicable)

PREPARATION OF PAST PERFORMANCE SECTION (VOLUME I)

(a) When addressing past performance evaluation criteria set forth in Section M of the solicitation, the Offeror shall provide, as a minimum, a list of all of their most recent past performance data from Federal, State and Local Government and private industry contracts from the past three (5) years. Although Offerors are not required to use this format; all the items identified below shall be addressed in the listing. Elaborate listings and extensive comments are not required or requested.

- (1) Contract number, type;
- (2) Whether the offeror performed as the prime or a subcontractor;
- (3) Name of contracting office and verified name, address, phone number of point(s) of contact
- (4) Project Title and/or brief description of construction project.
- (5) Initial price and final or current price.
- (6) Contract start date, scheduled completion date, and current or final completion date.
- (7) Percent complete as of the date of submission of the proposal; and
- (8) Brief comments, if desired.

(b) Should Offerors wish to provide information on problems encountered on the identified contracts and their corrective actions in accordance with FAR 15.305(2), they shall submit such information at the same time references are submitted.

(c)(1) On the above list, the Offeror shall identify not more than 10 recent, comparable projects, each exceeding \$100,000.00; uncompleted projects with work-in-progress may be included. The government recognizes that some offerors may not currently be simultaneously managing ten or more projects. Consequently, offerors may select any common date within the period beginning 01 January 1998 through the release date of this solicitation. In selecting the references, Offerors should consider the currency and relevancy of the past performance information to the work required under this solicitation. Additionally, current performance references in which similar services and complexity were involved may have greater import than older performance.

(2) The Offeror shall then provide Attachment # 7, *Past Performance Questionnaire*, to those agencies/firms responsible for the solicitation and administration of those identified projects. Prior to forwarding the questionnaire to each

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reference, the Offeror shall complete Section A, *Contractor Information*. The cover letter included with Attachment # 7 requests your references to complete the questionnaire and mail it to the 99th Contracting Squadron/LGCA, 5865 Swaab Blvd, Nellis AFB NV 89191-7063 or FAX it to (702) 652-2532 not later than the proposal due date. Offerors are responsible to ensure that their reference sources receive, complete, and return the questionnaires on time to the issuing office. The evaluation may take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontract work where your firm performed major or critical aspects of the requirement when such information is relevant to the instant acquisition. However, the proposal should clearly define who accomplished the work if performed by other than the prospective contractor (e.g., a key personnel) and define the role (e.g., prime contractor, subcontractor, subtier subcontractor, etc) performed by the Offeror. The government will consider the information provided from the Offeror and may well consider any other source when evaluating the Offeror's past performance.

(d) In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

PREPARATION OF PRICE PROPOSAL (VOLUME II)

GENERAL. Section II must set forth all pricing information necessary to provide a meaningful basis for the Government's analysis and evaluation of price as set forth in Section M of this solicitation. The Offeror is requested to provide unit prices or coefficients and total calculate pricing for each line item in accordance with the Bid Schedule, Section B. The Government IS NOT requesting certified cost or pricing information. While price will not be rated and color-coded, it will be evaluated in terms of completeness, reasonableness, and realism. Volume II shall contain the following:

- (a) Section A - Complete in its entirety the "Offeror" portion of the Standard Form 1442 (front). An official having the authority to bind your company contractually must sign and date the SF 1442. One copy of the SF 1442 must bear an original, authorized signature.
- (b) Section B - Offerors will insert the unit prices or percentage for all contract line item numbers (CLINs). The Government reserves the right to request additional pricing information after receipt and evaluation of proposals.
- (c) Section K - Complete ALL required certifications and representations (*Note: be sure to sign and date where required.*)
- (d) If a teaming arrangement is contemplated, provide complete information as to the arrangement and information on each firm.

SEQUENCE OF EVENTS DURING PROPOSAL EVALUATION

- (a) Review of Proposals: Upon receipt of proposals in response to the RFP, all volumes will be reviewed for completeness and compliance with the solicitation requirements. The Past Performance volumes will receive a detailed evaluation employing the criteria as identified in Section M. The Price Volume will be evaluated to establish reasonableness in accordance with FAR 15.404-1(b) and to determine the overall estimated price in conformance with Section M.
- (b) Communications/Exchanges: If required, communications will be conducted with Offerors after receipt of proposals IAW FAR 15.306.
- (c) Competitive Range Determination: IAW FAR 52.215-1(f)(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as defined in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain their best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Evaluation Notices (ENs) are inquiries which may be issued to Offerors to better understand their proposals, or to notify Offerors about deficient aspects of their proposals. ENs issued prior to competitive range determination are for the purpose of enhancing Government understanding of proposals without revisions to those proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting

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Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) Discussions: The objective of discussions is “to maximize the Government’s ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.” (See FAR 15.306(d)(2).) If discussions are necessary due to perceived weaknesses or other issues that must be addressed before award, they will be conducted with only those Offerors determined to be within the competitive range. Discussions may be conducted either orally or in writing. ENs will be issued for those areas of a proposal which are considered deficient, where weaknesses exist which are significant enough to affect the selection decision, and/or where data presented by the Offeror is unclear. Offerors shall respond to all ENs during the discussion process IAW guidance provided by the contracting officer.

(e) Final Proposed Revision (FPR): If held, once discussions have been concluded all Offerors will be provided an opportunity to submit a FPR. Offerors are advised not to modify their Technical Proposal in their revision, either directly, by inference, or effect. It is the Government’s intent to have a full understanding of the Offeror’s proposal, including any revisions and answers submitted by Offerors, prior to requesting FPRs. In the event any adjustment to price becomes necessary in a FPR to reflect changes resulting from discussions, a complete, traceable audit trail shall be provided to show how the changes took place. Evaluation of FPRs will be conducted, and the final decision of award will be made by the Contracting Officer. **THE GOVERNMENT DOES, HOWEVER, RESERVE THE RIGHT TO MAKE AWARD WITHOUT DISCUSSIONS; THEREFORE, THE OFFEROR SHOULD PROPOSE THE BEST OFFER INITIALLY.**

DEBRIEFING OF OFFERORS

(a) Debriefings are conducted with the goal of identifying to unsuccessful Offerors where changes can be made to improve future source selection participation.

(b) Successful or unsuccessful Offerors may request debriefings by providing a written request to the Procuring Contracting Officer. Debriefings shall be conducted in accordance with FAR 15.505 for pre-award debriefings, and FAR 15.506 for post-award debriefings of Offerors.

DISPOSITION OF UNSUCCESSFUL PROPOSALS

In compliance with FAR Subpart 4.8, the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals.

YOUR OFFER MAY BE DETERMINED UNACCEPTABLE IF YOUR PROPOSAL IS INCOMPLETE.

CONTENTS OF PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION

Bidders are cautioned to complete and include the following documents, as amended, as a minimum in their response to this solicitation.

- (a) **Section "A"**, "Solicitation, Offer, and Award" (Standard Form 1442) with amendments, if any, acknowledged signed and dated by a person legally authorized to bind the company. If the bid is signed by an agent, ensure legal evidence of their authority is included.
- (b) **Section "B"**, Services & Prices/Costs.
- (c) **Section "G"**, Contract Administration Data. Include ONLY to specify a payment remittance address.
- (d) **Section "T"**, Contract Clauses. Include ONLY to waive the SDB evaluation preference.
- (c) **Section "K"**, "Representations, Certifications and Other Statements of Offerors."
- (d) **Attachment # 7**, "Past Performance Questionnaire"
- (f) A **BID BOND**.
- (g) Any **other document** required by the solicitation.

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
13.9	9.6

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

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(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

99th Contracting Squadron
5865 Swaab Blvd., Bldg. 588
Nellis AFB, NV 89191-7063

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

Tuesday, 05 June 2001 at 0800

(c) Participants will meet at--

99th Contracting Squadron
5865 Swaab Blvd., Bldg. 588
Nellis AFB, NV 89191-7063

***** IF INTERESTED IN ATTENDING THE SITE VISIT, PLEASE LIMIT ATTENDANCE TO (2) REPRESENTATIVES FROM EACH ORGANIZATION. IN ORDER TO GAIN ACCESS TO THE BASE, PLEASE FAX FULL NAME, LAST 6 OF SOCIAL SECURITY NUMBER, AND VEHICLE INFO. (YEAR, MAKE, MODEL, REGISTRATION STATE AND PLATE NUMBER) TO 1LT AMY A. OLIVER AT 702-652-2532 NO LATER THAN 31 MAY 2001. THIS IS NECESSARY IN ORDER TO**

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PROCESS TEMPORARY PASSES.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar1.htm>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5	Evaluation Of Options	JUL 1990
52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials	FEB 2000

M-701 DISCUSSIONS AND REVISIONS

(a) The Government intends to award based on initial proposals; therefore, you are cautioned to submit your best proposal initially. However, discussion may be held which may allow a Final Proposal Revision. Offerors should be aware that a complete understanding as to pricing, and all other terms and conditions of the proposed contract must exist between the Offeror and the Government at the conclusion of fact finding and any discussions which may be held.

(b) Evaluation Standards establish the uniform baseline against which each offeror's solution is compared to determine its value to the government. They establish the level an offeror's proposal must meet in any area, factor, subfactor, or element to be judged acceptable. A standard may be quantitative, qualitative, or some combination of both

(c) Evaluation Notices (ENs) are inquiries that may be issued to offerors to better understand Offeror Proposals, or to notify offerors about deficient aspects of their proposals. ENs issued prior to competitive range determination are for the purpose of enhancing government understanding of proposals without revisions to those proposals. After the competitive range determination, ENs are also used to identify deficiencies and allow offerors to revise their proposals.

(d) Any revision or nonconcurrence to contract terms and conditions submitted in a "Final Proposal Revision" offer shall not be subject to further discussion, and may render the offer unacceptable to the Government. Hence, such new or revised terms and conditions are not solicited and, if submitted in the "Final Proposed Revision", may render the offer unacceptable to the Government. This provision is not intended to restrict the offeror's opportunity to revise figures, (e.g., coefficient rates, unit prices, etc.). Rather, it is intended to preclude any misunderstandings by the Government which could result if new or revised terms and conditions are submitted in any "Final Proposed Revision" that have not been fully disclosed, discussed and understood during discussions.

M-715 BASIS FOR AWARD

(a) This source selection will be conducted using the modified procedures (as specified herein) from the revised Air Force Source Selection policies and procedures contained in the Federal Acquisition Regulations (FAR) Part 15, DOD FAR Sup, and Air Force FAR Sup. Award will be made to the offeror who is deemed responsible, whose proposal conforms to the Request For Proposal's (RFP) requirements and is judged to represent the best value to the Government. Only one award will be made. The best value in consonance with the Government's stated importance of evaluation criteria. To arrive at a best value decision, the Source Selection Authority (SSA) will integrate the source selection team's evaluations of the factors and subfactors described in the paragraphs that follow. The factors and subfactors are the uniform baseline against which each offeror's proposal is compared to determine the confidence the Government has that the offeror will be able to satisfactorily accomplish all work required. They establish the level an offeror's proposal must meet in any area, factor, subfactor, or element in order to be judged acceptable. To be eligible for award, a proposal must meet all technical requirements, conform to all required terms and conditions, and include all information required. While the Government evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective.

(b) The proposals will be evaluated for the entire performance period on the basis of the evaluation factors listed below. These primary areas of importance comprise the decision making process to be used in determining which proposals are acceptable.

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For those contractors in the competitive range, Past Performance is more important than price. Therefore, the following areas will be evaluated:

- (1) Past Performance
- (2) Cost/Price
- (c) The application of the evaluation procedures to the primary "areas" of importance permits placing past performance consideration above total price. As a basis for award, price is of secondary consideration. **THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE.** The Government will consider awarding to an Offeror with higher qualitative merit and/or experience and past performance, provided the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose offer has lower qualitative merit and/or relevant experience and past performance if the price differential between it and other proposals warrant doing so.

(d) PAST PERFORMANCE

(1) The Government will review aspects of the offeror's past performance, focusing on and targeting performance which is relevant to this project. The confidence assessment will be established through an integrated analysis of the offeror's risks and strengths as determined by the offeror's recent, current, and relevant contract performance. Current and relevant performance will have greater impact in the performance confidence assessment than less recent or non-relevant performance. If additional information is considered that may provide other recent relevant information on the offeror's performance it should be included in the offeror's proposal. A final rating will be established to rate the proposals according to the chart listed below:

<u>Definition</u>	<u>Rating</u>
Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.	EXCEPTIONAL High confidence
Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.	VERY GOOD Significant confidence
Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.	SATISFACTORY Confidence
No performance record is identifiable. (see FAR 15.305(a)(2))	NEUTRAL Unknown confidence
Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.	MARGINAL Little Confidence
Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.	UNACCEPTABLE No Confidence

(2) **Past Performance Subfactors.** The following seven past performance subfactors will be evaluated (NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance).

- (i) Past Experience
- (ii) Customer Satisfaction
- (iii) Quality
- (iv) Timeliness

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(v) Responsiveness

(vi) Subcontracts and Management

(vii) Compliance with EPA, Federal and local laws, regulations and requirements

(e) **PRICE:**

(1) **Price Evaluation:**

(i) After a thorough review of each offeror's past performance, the Government team will evaluate each contractor's proposed price.

(ii) Proposed prices will be evaluated to determine if prices are unreasonably high or low in relation to the governments independent cost estimate, the offeror's approach, and proposed prices received in response to the solicitation.

(iii) Offerors are cautioned against submitting a materially unbalanced offer. The Government shall analyze offers to determine whether or not they are unbalanced with respect to prices or separate line items. Offers that are determined to be materially unbalanced may be rejected. An offer is mathematically unbalanced if it is based on prices which are significantly less than the cost for some contract line items and significantly overstated in relation to cost for others. An offer is materially unbalanced if it is mathematically unbalanced, and if

(a) There is a reasonable doubt that the offer would result in the lowest overall cost to the government, even though it is the lowest evaluated offer; or

(b) The offer is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. The Government may determine that the offer is unacceptable if the prices proposed are materially unbalanced.

(iv) Price is not expected to be the most significant factor in the selection of a Contractor for this solicitation; however, the degree of importance of price as a factor could become greater depending upon the equality of the proposals for the other factors evaluated. Prices will be evaluated to determine if the proposed price is reasonable and to assess the offeror's understanding of the solicitation. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches and their impact on price must be completely documented. The burden of proof lies with the contractor.

(v) Ensure each unit price listed in the bid schedule includes all allowable contractor costs, including, but not limited to, material, labor, supplies, equipment, transportation, supervision, bonding, overhead, general and administrative (G&A), site overhead, quality control, insurance, and profit.

(f) **FINDINGS AND RECOMMENDATIONS**

The team will then compile all data and present their findings and recommendations to the Source Selection Authority who will make a subjective evaluation to determine which technically acceptable offeror's past performance and proposed price represent the best value to the government.